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ORIGINAL FILED

FEB 13 2008

Richard W. Wieking
Clerk, U.S. District Court
Northern District of California
San Jose

8 Attorneys for Plaintiff
9 Adobe Systems Incorporated

E-FILING
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10 UNITED STATES DISTRICT COURT

11 NORTHERN DISTRICT OF CALIFORNIA

12 C08 00933 JL

13 Adobe Systems Incorporated,) Case No.
14 v. Plaintiff,) COMPLAINT FOR COPYRIGHT
15 Beverly Johnson and Does 1 – 10, inclusive,) INFRINGEMENT AND TRADEMARK
16 Defendants.) INFRINGEMENT
17) DEMAND FOR A JURY TRIAL

18 Plaintiff Adobe Systems Incorporated (“Adobe”) for its Complaint alleges as follows:

19 **I. Introduction**

20 1. Adobe brings this action as a result of Defendants’ systematic, unauthorized
21 copying and distribution of Adobe’s software products through sales on the eBay online auction
22 site. Defendants’ actions, commonly known as software piracy, are willful and cause substantial
23 damage to Adobe and to the software industry.

24 2. Adobe is a global leader in developing and distributing innovative computer
25 software. Its products and services offer developers and enterprises tools for creating, managing,
26 delivering and engaging with compelling content across multiple operating systems, devices and
27 media. The software industry is competitive, and Adobe undertakes great expense and risk in
28 conceiving, developing, testing, manufacturing, marketing, and delivering its software products to
consumers. Software piracy, including piracy on eBay, undermines Adobe’s investment and
creativity, and misleads and confuses consumers.

29 3. Defendants, through usernames including “northernbj” and, on information and
30 belief, other aliases, have made, offered for sale, sold, and distributed unauthorized copies of
31 Adobe software (the “Unauthorized Software Product”) including at least Adobe Photoshop CS3

1 (the “Adobe Software”) and likely other products. Additional Doe defendants – whose identities
2 will be determined in discovery – support, assist, supervise and/or supply Defendants in these
3 illegal activities. Adobe owns registered United States copyrights and trademarks including but not
4 limited to the foregoing product and its associated marks.

5 4. Defendants’ activities constitute willful copyright infringement and willful
6 trademark infringement pursuant to the Copyright Act of 1976, 17 U.S.C. § 101, *et seq.* (the
7 “Copyright Act.”) and the Lanham Trademark Act, as amended, 15 U.S.C., § 1051, *et seq.* (the
8 “Lanham Act”). Adobe requests an injunction, and that Defendants pay damages, costs, and
attorneys’ fees.

9 **II. Jurisdiction and Venue**

10 5. The Court has jurisdiction over the subject matter pursuant to 15 U.S.C. § 1121, 28
U.S.C. § 1331 and § 1338(a).

11 6. The events giving rise to the claims alleged herein occurred, among other places,
within this judicial district. Venue in the Northern District of California is proper pursuant to 28
13 U.S.C. § 1391(b) and § 1400(a).

14 **III. The Parties**

15 **A. Plaintiff Adobe and Its Products**

16 7. Adobe is a corporation duly organized and existing under the laws of the State of
Delaware, having its principal place of business in San Jose, California.

17 8. The Adobe Software is copyrightable subject matter, and Adobe owns exclusive
rights under the Copyright Act to reproduce and distribute to the public copies of Adobe Software
19 in the United States. Among the titles produced and distributed by Adobe are *Acrobat*, *Creative*
Suite, *Dreamweaver*, *Flash*, *Illustrator*, *PageMaker*, *Photoshop*, and *Shockwave*. A non-
21 exhaustive list of Adobe’s copyright registrations is attached hereto as Exhibit A (“Adobe’s
22 Copyrights”).

23 9. Products manufactured and sold by Adobe bear Adobe’s trademarks, including
without limitation, the ADOBE, ACROBAT, CREATIVE SUITE, DREAMWEAVER, FLASH,
ILLUSTRATOR, MACROMEDIA, PAGEMAKER, PHOTOSHOP, POSTSCRIPT, READER
25 and SHOCKWAVE trademarks (collectively “Adobe’s Trademarks”). Adobe uses Adobe’s
Trademarks on computer software as indicia of Adobe’s high quality products. Each year Adobe
27 expends significant resources to develop and maintain the considerable goodwill it enjoys in
28 Adobe’s Trademarks and in its reputation for high quality.

1 10. Adobe has secured registrations for Adobe's Trademarks, all of which are valid,
2 extant and in full force and effect. Adobe's Trademarks are exclusively owned by Adobe. A non-
3 exhaustive list of Adobe's trademark registrations is attached hereto as Exhibit B. Adobe, or its
4 predecessors in interest, has continuously used each of Adobe's Trademarks from the registration
5 date, or earlier, until the present and at all times relevant to the claims alleged in this Complaint.
6

7 11. As a result of advertising and sales, together with longstanding consumer
8 acceptance, Adobe's Trademarks identify Adobe's products and authorized commercial
9 distribution of these products. Adobe's Trademarks have each acquired secondary meaning in the
10 minds of consumers throughout the United States and the world. Adobe's Copyrights and Adobe's
11 Trademarks are collectively referred to herein as "Adobe's Intellectual Properties."

12 **B. Defendants**

13 12. Defendant Beverly Johnson ("Johnson") is an individual. Adobe is informed and
14 believes that Johnson is a resident of Chicago, Illinois. Johnson does business under the eBay user
15 ID "northernbj." Other aliases or eBay user IDs will be determined in discovery. Johnson, through
16 her online identity or identities, does business in California through sales and distribution of the
17 Unauthorized Software Product in the State of California, among other places.

18 13. Upon information and belief, Does 1 – 10 are either entities or individuals who are
19 subject to the jurisdiction of this Court. Upon information and belief, Does 1 – 10 are principals,
20 supervisory employees, or suppliers of one or other of the named defendants or other entities or
21 individuals who are, in this judicial district, manufacturing, distributing, selling and/or offering for
22 sale merchandise without authorization that infringes Adobe's Intellectual Properties. The
23 identities of the various Does are unknown to Adobe at this time. The Complaint will be amended
24 to include the names of such individuals when identified. Johnson and Does 1 – 10 are collectively
25 referred to herein as "Defendants."

26 **IV. Defendants' Infringing Activities**

27 14. Defendants use, among other things, the Internet auction site known as eBay to sell
28 and distribute products, including pirated copies of software, to consumers. At any given time,
there are millions of items listed on eBay for bid or purchase by its more than one hundred million
(100,000,000) registered users. Buyers have the option to purchase items in an auction-style
format or items can be purchased at a fixed price through a feature called Buy it Now. Through the
eBay "feedback" feature, buyers and sellers may (but are not required) to post positive, neutral or
negative "feedback" or comments on their purchase and sale experience. While feedback can give

1 some indication of sales volume, actual sales may far exceed the number of feedback entries a
2 seller receives.

3 15. Among Defendants' products offered for sale and sold on eBay, and distributed to
4 purchasers, are unauthorized copies of Adobe Software. On information and belief, Defendants or
5 their agents made such copies. Adobe has not authorized Defendants or their agents to make or
6 distribute copies of the Adobe Software. Indeed, Adobe has not licensed Defendants to distribute
7 its software, period.

8 16. Defendants also use images confusingly similar or identical to Adobe's Trademarks,
9 to confuse consumers and aid in the promotion of their unauthorized products. Defendants' use of
10 Adobe's Trademarks includes importing, advertising, displaying, distributing, selling and/or
11 offering to sell unauthorized copies of the Adobe Software. Defendants' use began long after
12 Adobe's adoption and use of Adobe's Trademarks, and after Adobe obtained the copyright and
13 trademark registrations alleged above. Neither Adobe nor any authorized agents have consented to
14 Defendants' use of the Adobe Trademarks.

15 17. Defendants have, through over a thousand sales, obtained a substantial "feedback
16 rating" through the eBay feedback system. This feedback rating, obtained essentially through
17 Defendants' illegal activities, may further confuse consumers and aid in even wider distribution of
18 unauthorized copies of the Adobe Software

19 18. Defendants' actions have confused and deceived, or threatened to confuse and
20 deceive, the consuming public concerning the source and sponsorship of the unauthorized copies of
21 the Adobe Software offered, sold and distributed by Defendants. By their wrongful conduct,
22 Defendants have traded upon and diminished Adobe's goodwill.

23 **FIRST CLAIM FOR RELIEF**

24 **(For Copyright Infringement)**

25 19. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through
26 19, inclusive, as though set forth herein in full.

27 20. As alleged herein, Defendants' activities infringe valid and effective copyrights
28 registered by Adobe, and induce, cause, and materially contribute to infringement. Defendants'
infringement was willful.

29 21. Adobe has suffered and continues to suffer direct and actual damages as a result of
30 Defendants' infringing conduct. The full extent of such damages, including profits by Defendants,
31 will be determined following the accounting by Defendants pursuant to 17 U.S.C. § 504. Prior to

1 final judgment Adobe may elect to recover statutory damages of up to \$150,000 for each of
2 Adobe's Copyrights infringed, as an alternative to actual damages and profits.

3 22. Adobe has no other adequate remedy at law and has suffered and continues to suffer
4 irreparable harm and damage as a result of Defendants' acts. Unless enjoined by the Court,
5 Defendants' infringing activity will continue, with attendant irreparable harm to Adobe.
6 Accordingly, Adobe seeks injunctive relief pursuant to 17 U.S.C § 502 and seizure of unauthorized
7 copies of the Adobe Software, including the means of production as provided by 17 U.S.C. § 503.

8 23. By reason of the foregoing, Adobe has incurred and will continue to incur attorneys'
9 fees and other costs in connection with the prosecution of its claims. Adobe is entitled to recover
10 its fees and costs from the Defendants, and each of them, pursuant to 17 U.S.C. § 505.

SECOND CLAIM FOR RELIEF

(For Trademark Infringement)

11 24. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through
12 24, inclusive, as though set forth herein in full.

13 25. Defendants' manufacture, importation, advertisement, display, promotion,
14 marketing, distribution, sale and/or offer for sale of the unauthorized copies of the Adobe Software
15 is likely to cause confusion or to cause mistake or to deceive the relevant public and trade
16 regarding the affiliation, sponsorship, endorsement or approval of the Unauthorized Software
17 Product by Adobe. Such confusion, mistake and deception is aggravated by the use of Adobe's
18 Trademarks on the Unauthorized Software Product in the same type of goods made, imported and
19 sold by or under authority of Adobe.

20 26. Defendants, and each of them, acted with knowledge of the federally registered
21 trademarks alleged herein and of the valuable goodwill Adobe enjoys in connection therewith, with
22 intent to confuse, mislead and deceive the public into believing that the unauthorized copies of the
23 Adobe Software was made, imported and sold by Adobe, or are in some other manner, approved or
24 endorsed by Adobe.

25 27. Adobe has suffered and continues to suffer irreparable harm and damage as a result
26 of Defendants' acts of trademark infringement in amounts thus far not determined but within the
27 jurisdiction of this Court, which amounts should each be trebled pursuant to 15 U.S.C. § 1117. In
28 order to determine the full extent of such damages, including such profits as may be recoverable
under 15 U.S.C. § 1117, Adobe will require an accounting from each Defendant of all monies
generated from the manufacture, importation, distribution and/or sale of the Unauthorized Software

1 Product as alleged herein. In the alternative, Adobe may elect to recover statutory damages
 2 pursuant to 15 U.S.C. § 1117 (c).

3 28. Adobe has no other adequate remedy at law and has suffered and continues to suffer
 4 irreparable harm and damage as a result of the above-described acts of infringement. Adobe is
 5 informed and believes, and upon that basis alleges, that, unless enjoined by the Court, the unlawful
 6 infringement will continue with irreparable harm and damage to Adobe. Accordingly, Adobe
 7 seeks and requests preliminary and permanent injunctive relief pursuant to 15 U.S.C § 1116.

8 29. By reason of the foregoing, Adobe has incurred and will continue to incur attorneys'
 9 fees and other costs in connection with the prosecution of its claims herein, which attorneys' fees
 10 and costs Adobe is entitled to recover from Defendants, and each of them, pursuant to 15 U.S.C. §
 11 1117 (c).

PRAYER FOR RELIEF

12 WHEREFORE, Adobe asks this Court to order:

13 A. That Defendants, their agents, servants, employees, representatives, successor and
 14 assigns, and all persons, firms, corporations or other entities in active concert or participation with
 15 any of said Defendants, be immediately and permanently enjoined from:

16 1) Directly or indirectly infringing Adobe's Intellectual Properties in any manner,
 17 including generally, but not limited to, reproduction, manufacture, importation,
 18 distribution, advertising, selling and/or offering for sale any merchandise which
 19 infringes said Adobe's Intellectual Properties, and, specifically:
 20 2) Reproducing, importing, manufacturing, distributing, advertising, selling and/or
 21 offering for sale the Unauthorized Software Product or any other unauthorized products
 22 which picture, reproduce, copy or use the likenesses of or bear a confusing and/or
 23 substantial similarity to any of Adobe's Intellectual Properties;
 24 3) Reproducing, importing, manufacturing, distributing, advertising, selling and/or
 25 offering for sale in connection thereto any unauthorized promotional materials, labels,
 26 packaging or containers which picture, reproduce, copy or use the likenesses of or bear
 27 a confusing and/or substantial similarity to any of Adobe's Intellectual Properties;
 28 4) Engaging in any conduct that tends falsely to represent that, or is likely to confuse,
 29 mislead or deceive purchasers, Defendants' customers and/or members of the public to
 30 believe the actions of Defendants, the products sold by Defendants, or Defendants

themselves are connected with Adobe, are sponsored, approved or licensed by Adobe, or are in some way affiliated with Adobe;

- 5) Affixing, applying, annexing or using in connection with the importation, manufacture, distribution, advertising, sale and/or offer for sale or other use of any goods or services, a false description or representation, including words or other symbols, tending to falsely describe or represent such goods as being those of Adobe;
- 6) Otherwise competing unfairly with Adobe in any manner;
- 7) Destroying or otherwise disposing of
 - a. Merchandise falsely bearing Adobe's Intellectual Properties;
 - b. Any other products which picture, reproduce, copy or use the likenesses of or bear a substantial similarity to any of Adobe's Intellectual Properties;
 - c. Any labels, packages, wrappers, containers or any other unauthorized promotion or advertising material item which reproduces, copies, counterfeits, imitates or bears any of Adobe's Intellectual Properties;
 - d. Any molds, screens, patterns, plates, negatives or other elements used for making or manufacturing products bearing Adobe's Intellectual Properties;
 - e. Any sales and supply or customer journals, ledgers, invoices, purchase orders, inventory control documents, bank records, catalogs and all other business records, believed to concern the manufacture, purchase, advertising, sale or offering for sale of Unauthorized Software Product;

B. That Adobe and its designees are authorized to seize the following items which are in Defendants' possession, custody or control:

- 1) All Unauthorized Software Product;
- 2) Any other unauthorized product which reproduces, copies, counterfeits, imitates or bear any of the Adobe's Intellectual Properties, or any part thereof;
- 3) Any molds, screens, patterns, plates, negatives, machinery or equipment, specifically including computers, servers, optical disc burners and other hardware used for making

1 or manufacturing Unauthorized Software Product or unauthorized product which
2 reproduces, copies, counterfeits, imitates or bears any of the Adobe's Intellectual
3 Properties, or any part thereof.

4 C. That those Defendants infringing upon Adobe's Intellectual Properties be required
5 to pay actual damages increased to the maximum extent permitted by law and/or statutory damages
6 at Adobe's election;

7 D. That actual damages be trebled pursuant to 15 U.S.C. § 1117;

8 E. That Defendants account for and pay over to Adobe all damages sustained by Adobe
9 and profits realized by Defendants by reason of Defendants' unlawful acts herein alleged and that
those profits be increased as provided by law;

10 F. That Adobe recovers from Defendants its costs of this action and reasonable
11 attorneys' fees; and

12 G. That Adobe has all other and further relief as the Court may deem just and proper
13 under the circumstances.

14 Dated: February 13, 2008

15 J. Andrew Coombs, A Professional Corp.

16 By: _____
17 J. Andrew Coombs
Annie S. Wang
18 Attorneys for Plaintiff Adobe Systems Incorporated

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DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff Adobe Systems Incorporated hereby demands a trial by jury of all issues so triable.

Dated: February 13, 2008

J. Andrew Coombs, A Professional Corp.

By:

J. Andrew Coombs
Annie S. Wang

Attorneys for Plaintiff Adobe Systems Incorporated

Adobe Systems Incorporated
COPYRIGHT REGISTRATIONS
EXHIBIT A

Title of Work	Copyright Registration No.
Acrobat 3D	TX0006277233
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 2.0.	TX0004509574
Acrobat Capture 2.0.	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
Acrobat Catalog for Windows.	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 3.0.	TX0004509573
Acrobat Reader 3.0.	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
Acrobat Search for Windows.	TX0003978856
Acrobat.	TX0001644799
Adobe Accelio Capture Advanced Client 4.0 for Windows.	TX0005553357
Adobe Accelio Integrate Suite 6.0 for Windows.	TX0005553342
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 4.0.	TX0004961793
Adobe Acrobat 5.0 for Macintosh.	TX0005545266
Adobe Acrobat 5.0 for Windows.	TX0005545265
Adobe Acrobat 5.0 Getting Started Guide.	TX0005545267
Adobe Acrobat 6.0 for Macintosh.	TX0005748744
Adobe Acrobat 6.0 for Windows.	TX0005748745
Adobe Acrobat 7.0 Standard for Macintosh.	TX0006045087
Adobe Acrobat 7.0 Standard for Windows.	TX0006045086
Adobe Acrobat 8 Professional for Macintosh.	TX0006390830
Adobe Acrobat 8 Professional for Windows.	TX0006390827
Adobe Acrobat 8 Standard for Macintosh.	TX0006390829
Adobe Acrobat 8 Standard for Windows.	TX0006390828
Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
Adobe Acrobat Approval 5.0 for Windows.	TX0005436556
Adobe Acrobat Capture 3.0 source code.	TX0005199559
Adobe Acrobat Connect 1.0 for Macintosh.	TX0006390834
Adobe Acrobat Connect 1.0 for Windows.	TX0006390835
Adobe Acrobat Distiller Server 5.0.5.	TX0005758527
Adobe Acrobat Distiller Server 6.0 for UNIX.	TX0005847807
Adobe Acrobat Distiller Server 6.0 for Windows.	TX0005847832
Adobe Acrobat eBook Reader v. 2.0.	TX0005335249
Adobe Acrobat eBook Reader v. 2.0.	TX0005335250
Adobe Acrobat Elements 1.0 for Windows.	TX0005611299
Adobe Acrobat Elements 6.0 for Windows.	TX0005780821
Adobe Acrobat Elements Server 6.0 for Windows.	TX0005848340

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COPYRIGHT REGISTRATIONS
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Adobe Acrobat Fill in 4.0.	TX0004241942
Adobe Acrobat Inroduction 1.0.	TX0005200942
Adobe Acrobat Inroduction 1.0.	TX0005200942
Adobe Acrobat Messenger 1.0.	TX0005241268
Adobe Acrobat Reader 5.0 for Macintosh.	TX0005412874
Adobe Acrobat Reader 5.0 for Windows.	TX0005412875
Adobe Acrobat Reader 5.0.5 for AIX.	TX0005605114
Adobe Acrobat Reader 5.0.5 for HP-UX.	TX0005605113
Adobe Acrobat Reader 5.0.5 for Solaris.	TX0005617024
Adobe Acrobat Reader 5.05 for Linux.	TX0005617021
Adobe Acrobat Reader 5.1 for Macintosh.	TX0005620676
Adobe Acrobat Reader 5.1 for Windows.	TX0005620677
Adobe Acrobat Reader for Palm OS 1.0 for Windows.	TX0005422793
Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)	TX0005617023
Adobe Acrobat Reader for Palm OS 2.0 (Windows)	TX0005617022
Adobe Acrobat Reader for Palm OS Beta Windows.	TX0005422794
Adobe Acrobat Reader for Pocket PC : Version 1.0.	TX0005489269
Adobe ActiveShare 1.0.	TX0005086423
Adobe ActiveShare 1.5 for Windows.	TX0005267528
Adobe After Effects : 7.0 Professional for Windows.	TX0006277334
Adobe After Effects : Version 5.0 for Macintosh.	TX0005392887
Adobe After Effects : Version 5.0 for Windows.	TX0005438054
Adobe After Effects : Version 5.5 for Macintosh.	TX0005493399
Adobe After Effects : Version 5.5 for Windows.	TX0005493400
Adobe After Effects : Version 6.0 for Macintosh.	TX0005777908
Adobe After Effects : Version 6.0 for Windows.	TX0005777907
Adobe After Effects 3.0 for Macintosh.	TX0004643401
Adobe After Effects 4.0 for Macintosh and Windows.	TX0005011464
Adobe After Effects 5.5 Plug-in Power Pack for Macintosh.	TX0005546626
Adobe After Effects 5.5 Plug-in Power Pack for Windows.	TX0005546627
Adobe After Effects 6.5 for Macintosh.	TX0005934788
Adobe After Effects 7.0 Standard for Macintosh.	TX0006277333
Adobe After Effects 7.0 Standard for Windows.	TX0006277335
Adobe After Effects CS3 Professional for Windows and Macintosh.	TX0006457851
Adobe After Effects Production Bundle : Version 5.5 for Macintosh.	TX0005493398
Adobe After Effects Production Bundle : Version 5.5 for Windows.	TX0005493401
Adobe After Effects Production Bundle 5.0 for Macintosh.	TX0005392886
Adobe After Effects Production Bundle 5.0 for Windows.	TX0005392888
Adobe After Effects Version 6.5 for Windows.	TX0005934787
Adobe AlterCast 1.5 for Solaris.	TX0005520581
Adobe AlterCast 1.5 for Windows.	TX0005520583
Adobe Atmosphere : Version 1.0 Public Beta.	TX0005401513
Adobe Atmosphere 1.0 for Windows.	TX0005780857
Adobe Atmosphere Player 1.0 for Windows.	TX0005748760
Adobe Audition 1.0 for Windows.	TX0005777207
Adobe Audition 1.5 for Windows.	TX0005932189
Adobe Audition 2.0 for Windows.	TX0006277359
Adobe Audition 3.0 for Windows.	TX0006816095
Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.	TX0005936309
Adobe Captivate 2 for Windows.	TX0006390833
Adobe Carlson Regular.	TX0003374876
Adobe Caslon Alternate Bold Italic : Version 001.000.	TX0003501138
Adobe Caslon Alternate Bold.	TX0003501547
Adobe Caslon Alternate Italic : Version 001.000.	TX0003501139
Adobe Creative Suite 2 Premium for Macintosh.	TX0006131248
Adobe Creative Suite 2 Premium for Windows.	TX0006131245
Adobe Creative Suite 2 Standard for Macintosh.	TX0006131247
Adobe Creative Suite 2 Standard for Windows.	TX0006131246
Adobe Creative Suite for Macintosh.	TX0005844481
Adobe Creative Suite for Windows.	TX0005844480
Adobe Dreamweaver CS3 Professional for Windows and Macintosh	TX0006534561
Adobe Exchange 2.0 for Windows.	TX0003961129

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Adobe Extension Manager CS3 for Windows and Macintosh.	TX0006531581
Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
Adobe Flash Media Encoder 1.0.	TX0006526716
Adobe Flash Media Encoder 1.0.	TX0006526716
Adobe Flash Player 9 for Linux.	TX0006476523
Adobe Flash Player 9 for Linux.	TX0006476523
Adobe Flash Player 9 for Solaris.	TX0006457897
Adobe Illustrator : Version 5.0.1 (Mac).	TX0003846115
Adobe Illustrator : Version 5.5 (Mac).	TX0003846114
Adobe Illustrator : Version 6.0 Macintosh.	TX0004240043
Adobe Illustrator 10 for Macintosh.	TX0005446858
Adobe Illustrator 10 for Windows.	TX0005446857
Adobe Illustrator 3.0.	TX0003000202
Adobe Illustrator 8.0 for Macintosh and Windows.	TX0004953097
Adobe Illustrator 9.0 for Macintosh and Windows.	TX0005159819
Adobe Illustrator CS for Macintosh.	TX0005780817
Adobe Illustrator CS for Windows.	TX0005780806
Adobe Illustrator CS3 for Windows and Macintosh.	TX0006531603
Adobe Illustrator.	TX0003380406
Adobe PageMaker 6.0 for Macintosh, Power Macintosh.	TX0004093314
Adobe PageMaker 6.5 Macintosh.	TX0004524555
Adobe PageMaker 7.0 for Macintosh.	TX0005409447
Adobe PageMaker 7.0 for Windows.	TX0005409446
Adobe Pagemaker Plug-in Pack for Macintosh.	TX0005847834
Adobe Pagemaker Plug-in Pack for Windows.	TX0005847833
Adobe Photoshop : 5.5.	TX0005213806
Adobe Photoshop 6.0.	TX0005196369
Adobe Photoshop 7.0 for Macintosh.	TX0005562147
Adobe Photoshop 7.0 for Windows.	TX0005562148
Adobe Photoshop Album 2.0 for Windows.	TX0005780785
Adobe Photoshop CS for Macintosh.	TX0005780846
Adobe Photoshop CS for Windows.	TX0005780847
Adobe Photoshop CS2 for Macintosh.	TX0006131272
Adobe Photoshop CS2 Official JavaScript Reference	TX0006273756
Adobe Photoshop CS3 for Windows and Macintosh.	TX0006528611
Adobe Photoshop Elements : 4.0 for Macintosh.	TX0006277687
Adobe Photoshop Elements 1.0 for Macintosh and Windows.	TX0005329106
Adobe Photoshop Elements 2.0 for Macintosh.	TX0005592639
Adobe Photoshop Elements 2.0 for Windows.	TX0005592638
Adobe Photoshop Elements 4.0 for Windows.	TX0006139024
Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.	TX0006526701
Adobe Photoshop Macintosh.	TX0003551958
Adobe Photoshop Version 3.0 Mac.	TX0003971820
Adobe Photoshop Version 3.0 Windows.	TX0003616850
Adobe Photoshop Version 5.0 Macintosh and Windows.	TX0004856009
Adobe Photoshop Windows.	TX0003596143
Adobe Photoshop.	TX0004068613
Adobe Photoshop.	TX0003120306
Adobe Photoshop.	TX0002897138
Adobetype Manager Deluxe 4.6 User Guide : Macintosh.	TX0005176752
Adope PhotoDeluxe, V1.0.	TX0004809739
Adope Photoshop : Version 4.0 : Macintosh and Windows.	TX0004571653
Authorware 7.0	TX0005800627
Contribute 4 (Mac)	TX0006471404
Designer 6.0 (Win)	TX0005932242
Encore DVD 2.0	TX0006277348
Font Folio 9.0 (Mac)	TX0005401449
Font Folio Open Type	TX0005845931
Form Manager 6.0	TX0006042527
Framemaker 7.0 (Mac)	TX0005596921
Framemaker 7.0 (Win)	TX0005596919

FreeHand MX (Mac)	TX0005746988
GoLive CS2 (Mac)	TX0006131268
GoLive CS2 (Win)	TX0006131269
Illustrator CS2 (Mac)	TX0006131282
Illustrator CS2 (Win)	TX0006131283
InCopy CS (Mac)	TX0005780859
InCopy CS (Win)	TX0005780858
InDesign CS2 (Mac)	TX0006139165
Macintosh Distiller	TX0003893508
Macintosh PDF Writer	TX0003893509
Macintosh Reader	TX0003893511
Macromedia ColdFusion MX 7	TX0006201577
Macromedia Dreamweaver MX 2004	TX0005852659
Macromedia Fireworks MX 2004	TX0005839595
Macromedia Flash Lite 2.0	TX0006288632
Macromedia Flash Media Server 2	TX0006335779
Macromedia Flash MX 2004 Pro	TX0005852657
Macromedia RoboHelp HTML X5	TX0005944534
Macromedia RoboHelp X5	TX0005944535
Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]	TX0004695283
Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)	TX0004671697
PhotoDeluxe 2.0 (Mac)	TX0004771678
PhotoDeluxe 2.0 (Win)	TX0004617316
Photoshop CS2 (Win)	TX0006131279
Photoshop Elements 5.0	TX0006389641
Premiere 7.0	TX0005777909
Premiere Elements 3.0	TX0006389647
Premiere Pro 1.5	TX0005931988
Premiere Pro 2.0	TX0006275628
Production Studio 1.0	TX0006277349
Shockwave for Director 5.0	TX0004700912
Windows PDF Writer	TX0003893507

EXHIBIT B
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<u>Trademark Registration No.:</u>	<u>Title of Work:</u>	<u>Rights Owner:</u>
3029061	ADOBE	Adobe Systems Incorporated
2920764	PHOTOSHOP	Adobe Systems Incorporated
3111341	CREATIVE SUITE	Adobe Systems Incorporated
2993457	CO-AUTHOR	Adobe Systems Incorporated
3032288	A	Adobe Systems Incorporated
2983111	VISUAL COMMUNICATOR	Adobe Systems Incorporated
3065143	ADOBE LIVECYCLE	Adobe Systems Incorporated
2725811	ADOBE STUDIO	Adobe Systems Incorporated
2725810	ADOBE STUDIO	Adobe Systems Incorporated
2722546	ADOBE STUDIO	Adobe Systems Incorporated
2557911	CLEARLY ADOBE IMAGING	Adobe Systems Incorporated
2076967	THE ADOBE GROUP	Adobe Systems Incorporated
2081343	A	Adobe Systems Incorporated
2817626	ROUNDTRIP HTML	Adobe Systems Incorporated
2060488	ILLUSTRATOR	Adobe Systems Incorporated
1988712	ADOBE	Adobe Systems Incorporated
1988711	A	Adobe Systems Incorporated
1988710	A	Adobe Systems Incorporated
1961762	AUTHORWARE	Adobe Systems Incorporated
1956216	ADOBE	Adobe Systems Incorporated
1901149	A ADOBE	Adobe Systems Incorporated
1850242	PHOTOSHOP	Adobe Systems Incorporated
1852943	A	Adobe Systems Incorporated
1651380	ADOBE PHOTOSHOP	Adobe Systems Incorporated
1475793	ADOBE	Adobe Systems Incorporated
1487549	ADOBE SYSTEMS	Adobe Systems Incorporated

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	INCORPORATED	
1482233	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated
1486895	ADOBE	Adobe Systems Incorporated
1479408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
1383131	POSTSCRIPT	Adobe Systems Incorporated
1463458	POSTSCRIPT	Adobe Systems Incorporated
2520435	MACROMEDIA FLASH	Adobe Systems Incorporated
2650911	MACROMEDIA FLASH	Adobe Systems Incorporated
2852245	FLASH	Adobe Systems Incorporated
2855434	FLASH	Adobe Systems Incorporated
2060488	ILLUSTRATOR	Adobe Systems Incorporated
2068523	ACROBAT	Adobe Systems Incorporated
1997398	ACROBAT CAPTURE	Adobe Systems Incorporated
1901566	SHOCKWAVE	Adobe Systems Incorporated
2294926	DREAMWEAVER	Adobe Systems Incorporated
2091087	PAGEMAKER	Adobe Systems Incorporated

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